liability is limited to acts done by the sleeping car servant in performance of the carrier's contract of transportation, and does not extend to breaches of duty pertaining peculiarly to the contract of the Pullman Company. *Calhoun v. Pullman Co.,* 86 C. C. A., 387; *Taber v. Railway Co.,* 81 S. C., 317. But other courts hold that the railroad company is liable for all the acts of the sleeping car servant, done within the scope of his authority. *Dwinelle v. Railroad Co.,* 120 N. Y., 117; *Railway Co. v. Raine,* 130 Ky. 454. The reason usually assigned for this rule is that the sleeping car has been adopted as a part of the railroad company's train, and is under its control. *Railroad Company v. Church,* 155 Ala., 329; *Railway Co. v. Perkins,* 21 Tex. Civ. App., 508. The passenger has a right to assume that the servants in the sleeping car are the servants of the railroad company. *Thorpe v. Railroad Co.,* 76 N. Y., 402; *Railroad Co. v. Walrath,* 38 Ohio St., 461. The Railroad Company is not relieved of any of the duties which it owes the passenger by reason of the passenger making a separate contract with a sleeping car company for special accommodations. *Campbell v. Railway Co.,* 83 S. C., 448. Nor can the railroad company evade any of its duties by entering into any agreement with the sleeping car company. *Pennsylvania Co. v. Roy,* 102 U. S., 451; *Kinsley v. Railroad Co.,* 125 Mass., 54.

CONTRACTS—CONTRACTS NOT TO ENGAGE IN BUSINESS—LIABILITY OF PARTY.—GALLUP ELECTRIC LIGHT CO. v. PACIFIC IMPROVEMENT CO., 113 PAC., 448 (N. M.).—*Held,* that under a contract not to engage in business in competition with the purchaser of property, the party bound is not precluded from loaning money to others, even though they may use it to embark in business in competition with the purchaser.

It is well established that whenever there is a contract not to engage in a business, it is a question of fact and of the construction of the contract, whether or not the party bound has by subsequent action become liable for breach of the contract. *Booth v. Siebold,* 37 N. Y. Mic., 101. However, it has been held, in accord with the principal case, that if one covenants not to engage in a certain trade he does not violate his contract by merely loaning money to another engaged in such business. 2 *High on Injunctions,* Sec. 1176, p. 975, 2d ed.; *Bird v. Lake,* 1 Hem. & N., 338. Yet, the intention of the parties must be looked to, and loaning money to a competing firm to enable them to establish a competing business has been held to be a breach under a contract not to engage in business directly or indirectly in competition with the purchaser of property. *Davis v. Barney,* 2 Gill & J. (Md.), 382. And where adequate damages cannot be estimated for the breach of such covenant an injunction is the proper remedy. *Baker v. Pottsmeyer,* 75 Ind., 451. If a party so contracting attempts to run such business through his representative, as a subterfuge to escape the penalty of the breach, he will be enjoined. *Barrett v. Ainsworth,* 156 Mich., 35. Furthermore, neither the mode nor the rate, nor the name by which defendant calls his business, makes any difference; the question is, whether or not it is actually a competing business and belonging to the defendant. *Richardson v. Peacock,* 28 N. J. Eq, 151.